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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

PT MARYGOPS STUDIOS, an
Indonesia limited liability company,

Plaintiff,

vs.

AEG PRESENTS LLC, a Delaware
limited liability company; and

DOES 1 through 20,

Defendants.

Case No. _____

**COMPLAINT FOR BREACH OF
CONTRACT**

Action filed: January 16, 2019

1 Plaintiff PT Marygops Studios, as and for its Complaint against Defendants AEG
2 Presents LLC and Does 1 through 20, alleges the following:

3 **The Parties**

4 1. Plaintiff PT Marygops Studios (“Plaintiff” and “Marygops Studios”) is a
5 limited liability company organized under the laws of Indonesia, and headquartered in
6 Jakarta, Indonesia.

7 2. Defendant AEG Presents LLC (“Defendant” and “AEG”) is a limited liability
8 company organized under the laws of Delaware, and headquartered in Los Angeles,
9 California at 800 W. Olympic Boulevard, Suite 305, Los Angeles, California 90015.

10 3. Plaintiff does not know the true names or capacities of Defendants Does 1
11 through 20, and therefore sues these Defendants by such fictitious names. Plaintiff will
12 amend this Complaint to allege these Defendants’ true names and capacities when
13 ascertained. Upon information and belief, each of these Defendants is responsible in
14 some manner for the events alleged herein and any damages caused thereby.

15 4. AEG and Does 1 through 20 are referred to collectively as “Defendants.”

16 5. At all times relevant hereto and in doing all that is alleged herein, each
17 Defendant was an agent or employee of the other Defendants, acting within the scope of
18 such agency or employment, directing, ratifying or condoning the acts or omissions of
19 these Defendants alleged herein, and with the knowledge of any Defendant attributable
20 to all Defendants. Defendants conspired with each other in doing all that is alleged
21 herein, making the actions of any Defendant attributable to all Defendants.

22 **The Parties’ Agreement**

23 6. Plaintiff Marygops Studios is a concert promoter headquartered in Jakarta,
24 Indonesia. Marygops Studios promotes live concerts at venues throughout Southeast
25 Asia.

26 7. Defendant AEG is one of the largest music companies in the world. It
27 produces and promotes global and regional concert tours, music events, and music
28 festivals involving artists who have contracted with AEG.

1 8. Marygops Studios and AEG entered into an agreement dated as of
2 May 22, 2017 (the “Agreement”).

3 9. The Agreement concerned a scheduled concert to be performed by an
4 artist who had a separate tour contract with AEG (the “Artist”). Pursuant to the
5 Agreement, Marygops Studios agreed to promote a live concert featuring the Artist
6 scheduled for November 9, 2017, at the Indonesia Convention Exhibition, located in
7 Jakarta, Indonesia. In exchange, AEG agreed to produce the Artist for the concert
8 scheduled for November 9, 2017 in Jakarta, Indonesia.

9 10. The Agreement defines a “Force Majeure Event” as follows:
10 the occurrence of an event outside the reasonable control of
11 either Party such as Artist or immediate family member
12 illness, incapacity or death; accident; an act or regulation of
13 public authority; fire; riot or civil commotion; national
14 emergency; strike; lock-out; labor dispute; terrorist acts or
15 threats; security concerns; acts or declarations of war;
16 disease; epidemic; substantial interruption in, or substantial
17 delay or failure of, technical facilities; failure or substantial
18 and extraordinary delay of necessary transportation services;
19 war conditions; emergencies; inclement weather or acts of
20 God.

21 Ex. A, p. 5.

22 **AEG’s Breach of the Agreement**

23 11. On or about October 24, 2017, AEG informed Marygops Studios that the
24 Artist would not be able to go forward with the live concert in Jakarta scheduled for
25 November 9, 2017.

26 12. AEG represented that the Artist had been in a bicycling accident on or
27 about October 13-14, 2017; that the Artist’s doctors had placed the Artist on four weeks
28 of medical leave; and that AEG would have to cancel other concerts featuring the Artist

1 that were scheduled to be held between the date of the Artist's alleged accident and
2 November 9, 2017.

3 13. AEG contended that the Artist's alleged accident was a "Force Majeure
4 Event" under the terms of the Agreement, and that AEG was therefore excused from
5 performing any of its further obligations under the Agreement.

6 14. Marygops Studios requested that AEG attempt to reschedule the Artist's
7 performance for some other date in Jakarta that would work for Marygops Studios.
8 However, AEG failed to do so.

9 15. On a number of occasions, Marygops Studios requested that AEG produce
10 (a) medical records related to the Artist's alleged bicycle accident; (b) medical records
11 evidencing whether the Artist's doctors required or recommended that the Artist be
12 placed on a four-week medical leave; and (c) other documents and information
13 concerning the circumstances of the Artist's alleged bicycle accident. Marygops Studios,
14 through counsel, renewed these requests most recently as December 14, 2018.

15 16. On December 20, 2018, AEG informed Marygops Studios that AEG would
16 not provide the requested information.

17 17. Marygops Studios is informed and believes, and thereon alleges, that
18 contrary to AEG's contentions, no "Force Majeure Event," as that term is defined in the
19 Agreement, occurred.

20 **FIRST CAUSE OF ACTION**

21 **For Breach of Contract**

22 **By Plaintiff Marygops Studios Against All Defendants**

23 18. Marygops Studios realleges and incorporates herein by reference each of
24 the allegations in Paragraphs 1 through 17, above.

25 19. Marygops Studios has performed all conditions, covenants, and promises
26 required of it to be performed in accordance with the terms and conditions of the
27 Agreement, except for those conditions, covenants, and promises of which performance
28 has been legally excused or suspended.

20. Defendants breached the Agreement by failing to produce the Artist for the concert scheduled for November 9, 2017 in Jakarta, Indonesia.

21. Defendants' breach was not excused. In particular, and contrary to AEG's contentions, Marygops Studios alleges upon information and belief that no "Force Majeure Event," as that term is defined in the Agreement, occurred.

22. As a result of Defendants' breach of the Agreement, Marygops Studios has been damaged in an amount in excess of this Court's jurisdiction, to be proved at trial.

PRAYER

WHEREFORE, Plaintiff respectfully prays for judgment as follows:

1. For general and compensatory damages in an amount according to proof at trial;
2. For costs of suit herein;
3. For an award of prejudgment interest as authorized by law; and
4. For such other and further relief as the Court may deem just and proper.

Dated: January 11, 2019

Respectfully submitted,

GRODSKY & OLECKI LLP
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John J. Metzidis

By: 
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Attorneys for Plaintiff PT Marygops Studios